

WCC AGREEMENT NO. WCC-11-16-015

# WASHINGTON CONSERVATION CORPS SPONSOR CONTRACT

THIS CONTRACT made by and between the State of Washington Department of Ecology Conservation Corps, hereinafter referred to as the "DEPARTMENT," and that entity whose name appears in item 1, below, hereinafter referred to as the "SPONSOR."

1. SPONSOR City of Redmond		2. CONTACTS										
3. ADDRESS:  City of Redmond  PO BOX 97010  Redmond, WA 98073		DEPT. PROJECT LEADER Kevin Farrell 360-407-7119										
		SPONSOR CONTACT Tom Hardy (425) 556-2762										
		CREW SUPERVISOR Melissa Bennett (425) 516-5679										
		WCC CONTRACTS MANAGER Bridget Mason 360-407-6516										
		SPONSOR FISCAL OFFICER										
4. PROJECT TITLE/DESCRIPTION 2011-2012 City of Redmond/AmeriCorps												
5. PROJECT LOCATION: City of Redmond												
6. SCOPE OF WORK: Under the direction of Sponsor Organization staff, WCC crew(s) will perform various restoration, in-stream, and maintenance projects.												
7. PERIOD OF PERFORMANCE: CONTRACT BEGINS: 10/03/11 CONTRACT ENDS: 09/30/2012												
8. MAXIMUM BUDGET			REIMBURSED to DEPARTMENT by Sponsor									
Provided by DEPARTMENT	Cost	Provided by SPONSOR/DONATIONS		COST								
A. 1 Crew Cost Share for 6 months (\$50,000);		All project materials, technical assistance, and coordination		\$50000.00								
B. 4 weeks of spike time (\$18800)				\$18800.00								
Total DEPARTMENT Cost				Total SPONSOR COST	\$68800.00							
			Above cost Not to be Exceeded									
10. Special Terms and Conditions <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See XVII)												
11. Biennial Closures: In accordance with biennial closing procedures, the sponsor must reimburse the DEPARTMENT no later than <u>June 30, 2013</u> for services or material supplied under this contract when submitted for payment on properly itemized vouchers (Form A-19).				REMARKS								
AFRS ACCOUNT CODE												
TRANS CODE	FUND	APPN INDEX	PROG INDEX		PROJECT	SUB PROJ	PROJ PHAS	ORG INDEX	CO.	OBJ	SUB OBJ	AMOUNT

IN CONSIDERATION OF THE GENERAL TERMS AND CONDITIONS OF THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- I. All rights and obligations of the parties to this contract shall be subject to and governed by those General Terms and Conditions contained in the text of this contract instrument and Section XVII. "SPECIAL TERMS AND CONDITIONS."
- II. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal & State Statutes & Regulations, (b) Special Terms and Conditions, and (c) General Terms and Conditions.

111. This contract and its appendices, if any, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

- IV. This contract shall be subject to the written approval of the authorized representative of the DEPARTMENT and shall not be binding until so approved. Only the authorized representative by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized representative.

V. AUTHORITY AND PURPOSE:

A. Authority

The Legislature enacted Chapter 43.220 RCW which created the Washington Conservation Corps, hereinafter referred to as the "WCC," and named the DEPARTMENT as one of six state agencies having implementation authority.

B. Purpose

The purpose of this contract is to establish a formal understanding between the DEPARTMENT and the SPONSOR to accomplish the project described in Section 7. "SCOPE OF WORK."

This contract is designed to specify the kinds and amounts of goods and services to be used and/or exchanged by the DEPARTMENT and the SPONSOR to their mutual benefit through a WCC project.

The SPONSOR acknowledges that participation in the WCC program shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of nonovertime work, wages, or other employment benefits, nor in the impairment of existing contracts for services.

VI. DEFINITIONS:

- A. "SPONSOR Contact" shall mean the person who serves as the SPONSOR's lead on the project and shall cooperate with all parties concerned to promote successful completion of the project described in Section 7. "SCOPE OF WORK."
- B. "SPONSOR Work Director" shall mean the person who specifies work to be performed onsite; outlines, describes, and delegates work to be accomplished; supplies necessary orientation and training for use of special equipment and procedures; and is responsible for directing WCC crew supervisor(s) regarding specific project tasks as described in Section 7. "SCOPE OF WORK."
- C. "DEPARTMENT Project Leader" shall mean the person who is responsible for developing and facilitating the project and shall serve as liaison between the DEPARTMENT and SPONSOR. PROJECT LEADER assumes ultimate responsibility to ensure adequate coordination of the project.
- D. "Corps Member" shall mean an individual enrolled in the WCC program. Corps members shall not be considered regular state employees. Provisions of law relating to civil service, hours of work, rate of compensation, sick leave, unemployment compensation, state retirement plans, and vacation leave do not apply to the Corps members. However, medical aid and state industrial insurance will be provided by the DEPARTMENT for each Corps member.
- E. "Crew Supervisor" shall mean the person who is responsible for matters relating to personnel administration and overall project direction. He/she supervises Corps members (generally four or more) regarding work to be accomplished and is responsible for individual crew safety, daily crew supervision and discipline, completes Corps member training plans, and provides a written evaluation of each Corps member's job performance and skills acquired after two months and at termination of employment.

VII. SCOPE OF WORK:

Both parties agree to compete in a satisfactory and proper manner the services described under the Section 7. "SCOPE OF WORK" of this contract, and to provide materials and supplies necessary to ensure satisfactory completion of the project, including any special equipment required by special work conditions, and to procure any necessary permits such as right of entry. The DEPARTMENT agrees to provide Corps members who will be used to complete said work. All equipment provided by either the DEPARTMENT or the SPONSOR shall be returned to the provider within fifteen (15) days after termination of this contract, unless otherwise specified in Section XVII. "SPECIAL TERMS AND CONDITIONS."

#### VIII. PERFORMANCE:

- A. Time for Performance: Any work performed prior to the effective date of this SPONSOR CONTRACT, or continuing after the completion date of same, unless otherwise agreed upon in writing herein, will be in violation of this contract and will be at the SPONSOR's expense.
- B. Compliance With All Laws: The SPONSOR agrees to observe all federal and state laws, regulations, and policies affecting performance under this contract.
- C. Release of Information or Materials: The SPONSOR will not release any information or materials developed pursuant to this contract without prior written authority from the DEPARTMENT.
- D. Final Report Evaluation: Within 15 days after termination of this contract, the SPONSOR shall provide the DEPARTMENT with a written evaluation of the project. At a minimum, the following shall be evaluated:
  - 1. Benefit to Corps members
  - 2. Environmental benefits
  - 3. Department cooperation/coordination
  - 4. Whether the overall goals and objectives of the project were obtained
  - 5. Suggestions for program improvement
  - 6. Revised estimates of alternate supplier cost and SPONSOR cost/donation

#### IX. TERMINATION OF CONTRACT:

- A. Termination by SPONSOR for Cause: If the DEPARTMENT fails to fulfill in a timely and proper manner its obligations under this contract, or if DEPARTMENT shall violate any of the covenants, agreements, assurances, or stipulations of the contract, SPONSOR shall have the right to terminate this contract by giving written notice specifying the effective termination date to the DEPARTMENT at least seven (7) days before such date.
- B. Termination by DEPARTMENT for Cause: If SPONSOR fails to fulfill in a timely and proper manner its obligations under this contract, or if SPONSOR shall violate any of the covenants, agreements, assurances, or stipulations of the contract, DEPARTMENT shall have the right to terminate this contract by giving written notice specifying the effective termination date to the SPONSOR at least seven (7) days before such date.
- C. Termination by DEPARTMENT for Convenience: The DEPARTMENT may terminate this contract by giving written notice to SPONSOR of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described above shall be delivered to DEPARTMENT for its review. After the review at the option of DEPARTMENT such documents or material or portions thereof shall become its property.
- D. Insufficient Funding: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the after the effective date of this contract and prior to normal completion, the DEPARTMENT may terminate the contract under Section IX.C. "Termination by DEPARTMENT for Convenience" clause, subject to renegotiation under those new funding limitations and conditions.

#### X. LIABILITY:

- A. When direct supervision is provided by the DEPARTMENT employed crew supervisor, the DEPARTMENT agrees that WCC members working under this contract are agents of the DEPARTMENT, and therefore the DEPARTMENT shall be liable for personal injury or property damage caused by WCC Corps member negligence.
- B. When direct supervision is provided by the SPONSOR, the SPONSOR agrees that WCC Corps members working under this contract are agents of the SPONSOR, and therefore the SPONSOR shall be liable for personal injury or property damage caused by WCC Corps member negligence.
- C. To the extent that the Constitution and laws of the State of Washington permit, all parties to this contract shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. None of the parties assume any responsibility to the other parties for the consequences of any act or omission of any person, firm, or corporation not a party to this contract.

#### XI. NON-DISCRIMINATION:

The DEPARTMENT and the SPONSOR agree to be bound by all federal and state laws, regulations, and policies against discrimination and agree not to discriminate in employment, either directly or indirectly, because of a person's age, sex, sexual orientation, marital status, creed, color, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

XII. DISPUTES:

Except as otherwise provided in this contract, when a bona fide dispute arises between the DEPARTMENT and the SPONSOR and it cannot be resolved, either party may request a dispute resolution with the DEPARTMENT. The parties agree that this dispute resolution process shall precede any action in a judicial tribunal. Either party's request for a dispute resolution must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the SPONSOR's name, address, and WCC Agreement number;
- E. be mailed to the DEPARTMENT within thirty (30) days after the party could reasonably be expected to have knowledge of the issue(s) which are now in dispute.

XIII. INVOICE VOUCHERS:

Reimbursable expenditures under the terms and conditions of this contract shall in no event exceed the amount set forth herein. The SPONSOR shall reimburse the DEPARTMENT for services performed when submitted on a properly itemized voucher (Form A-19) in accordance with Section 9. "MAXIMUM BUDGET" Reimbursement shall be made by the SPONSOR within thirty (30) days of receipt of said voucher.

XIV. AMENDMENTS:

Changes in the scope of this contract which cause an increase or decrease in the cost of, or the time required for the performance of any part of the scope of work under this contract, shall be accomplished by written amendment and executed by both parties prior to implementation.

XV. SUBCONTRACTS:

The SPONSOR shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DEPARTMENT'S PROJECT LEADER.

XVI. RECORDS RETENTION:

Both parties shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the SPONSOR CONTRACT. These records shall be subject at all reasonable times to inspection, review, or audit by duly authorized personnel for six years after the contract end date.

XVII. SPECIAL TERMS AND CONDITIONS:

Special terms and conditions of this contract contained in the box below ☐ are not ☒ are made a part of this contract (requires initials).

**\*Included Attachments: Attachment A**

 /  Department Initials / Sponsor Initials
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XVII. ENTIRE CONTRACT:

This document contains the entire and integrated contract between the parties, and no statement, promise, inducement or agreement made by the DEPARTMENT or its agents or employees that is not contained in this written contract shall be valid or binding. No alteration, addition, or modification of any of the terms or conditions of this contract shall be effective if not in writing and signed by the authorized representatives of the SPONSOR and the DEPARTMENT.

SIGNATURES:

SPONSOR

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: 10/14/11

DEPARTMENT

BY:  \_\_\_\_\_

TITLE: Gordon White, SEA Program Manager

DATE: 11/7/11

Pre-Approved as to form by the Assistant Attorney General

Ecology is an Equal Opportunity and Affirmative action employer. For special accommodation needs, contact the Washington Conservation Corps at (360) 407-6947.

The TDD number is (206) 407-6006.

**Attachment A: Special Terms and Conditions**  
**AmeriCorps 2011/2012**  
**Cost-Share Agreement**

1. Sponsor will be billed a flat fee each month for 12 months. This agreement includes (Check all that apply):
  - ☐ A flat fee of \$100,000 contracted for WCC crew of 5 corps members and 1 Crew Supervisor for 12 months, including a truck, a basic set of hand tools, and training. Sponsor will be billed \$8,333 dollars each month. This fee is not based on actual crew days worked or number of corps members on the crew. No cost reductions will be applied due to crew operating at less than full capacity.
  - ☒ A flat fee of \$50,000 contracted for WCC crew of 5 corps members and 1 Crew Supervisor for 6 months of crew work, including a truck, a basic set of hand tools, and training. Sponsor will be billed \$8,333 dollars each month. This fee is not based on actual crew days worked or number of corps members on the crew. No cost reductions will be applied due to crew operating at less than full capacity.
  - ☐ A flat fee of \$9,000 contracted for a WCC Individual Placement (IP) for 12 months. Sponsor will be billed a flat rate of \$750 per month. This fee is not based on actual days worked. No cost reductions will be applied due to fewer days worked.
2. AmeriCorps program year consists of October 3, 2011 through September 20, 2012 within which members will be allowed to work up to 1,830 hours. All members will graduate at that time.
3. Corpsmembers will be hired and working no sooner than October 3, 2011 and no later than November 1, 2011 to attain a full AmeriCorps scholarship.
4. Corpsmember vacancies can be filled with a 900 hour, half AmeriCorps scholarship from March 15, 2012 – April 1, 2012. Any further member hiring for the remainder of the program year is at the discretion of the WCC Program and based on availability.
5. All state holidays will be non-working days with no make up hours allowed. In addition, the WCC has 9 planning days set aside that are non-working days for members. Supervisors and staff will utilize these days for WCC Program planning. In addition, there is a shutdown week scheduled in December that is a non-working week for members. See included calendar.
6. There will be 2 weeks of formal WCC corps member training, dates included on calendar.
7. There will be a 4 day New Member Orientation, dates listed on calendar.
8. There will be one week dedicated to an MLK Community Service in January 2012.
9. ***Crews will be required to attend community service events, cross training opportunities including spikes, National Day of Service events, any appropriate administrative meetings, and Emergency Response activities at minimal notice, as needed.***
10. For Sponsors hosting WCC Crews(s), Sponsor agrees to provide a secure site to store tools and park WCC/State vehicle as well as a desk and internet access for the Crew Supervisor. WCC vehicle is not to be used for heavy hauling. The primary use of vehicle is for transportation of crew, tools, and safety equipment. For Sponsors hosting Individual Placements, a work station, email, transportation to and from WCC events, as well as day-to-day direction of work activities must be provided.
11. The WCC standard 40 hour workweek is Monday through Thursday from 7:00am to 5:30pm. An alternate work schedule may be arranged with prior approval from the WCC.